

FRANK J. MARTONE, P.C.
1455 BROAD STREET
BLOOMFIELD, NJ 07003
973-473-3000
973-473-3243 – FAX
firm@martonelaw.com

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

UNITED STATES OF AMERICA

HON.

Plaintiff

Civil Action No.

v.

Complaint

CYNTHIA DONINI
1801 RANDOLPH WAY
WALL TOWNSHIP, NJ 07719

Defendant(s)

The United States of America, plaintiff, alleges that:

JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to Article III, Section 2, U.S. Constitution, 28 U.S.C. § 1345, and 28 U.S.C. § 3004.

STATEMENT OF THE CLAIM

2. The Defendant(s) is indebted to the United States for the following amounts:

Current principal balance (*after application of all prior payments, credits, and offsets*): \$11,807.00; plus current Capitalized Interest Balance and Accrued Interest: \$10,594.62; plus Administrative Fee, Costs, Penalties: \$0.00 making the total owed (exclusive of pre-judgment interest, attorney's fees and costs) \$22,401.62

plus costs and post-judgment interest.

3. The Certificate of Indebtedness, attached as Exhibit "B", shows the total owed excluding attorney's fees and Court costs and related charges. The principal balance and the interest balance shown on the Certificate of Indebtedness is correct as of the date of the Certificate of Indebtedness after application of all prior payments, credits, and offsets. Prejudgment interest accrues at the rate of 8.25% per annum from the date stated in Exhibit "B". The promissory notes which are at issue are attached as Exhibit "A" hereto.

Failure to Pay

4. Demand has been made upon the defendant for payment of the indebtedness, and the defendant has neglected and refused to pay the same.

WHEREFORE, the United States of America prays for judgment:

A. For the sums set forth in paragraph 2 above, plus prejudgment interest through the date of judgment, all administrative costs, and service of process costs allowed by law, and post-judgment interest pursuant to 28 U.S.C. § 1961 with that interest on the judgment at the legal rate per annum until paid in full;

B. For attorneys' fees allowed by law or contract; and

C. For such other relief which the Court deems proper.

Respectfully submitted,

/s/ Frank J. Martone
Frank J. Martone, Esq., Bar No. 22073
FRANK J. MARTONE, P.C.
1455 BROAD STREET
BLOOMFIELD, NJ 07003
973-473-3000
973-473-3243 – Fax Number
ATTORNEY FOR THE UNITED STATES OF AMERICA

NOTICE: IF THIS LINE _____ IS CHECKED, THE NOTES ARE TRUE COPIES

CDCS Number: 2018A39348

NOTICE REQUIRED BY THE FAIR DEBT COLLECTION PRACTICES ACT 15 U.S.C. SECTION 1601 AS AMENDED

1. The amount of the debt is stated in paragraph two of the complaint attached hereto.
2. The plaintiff who is named in the attached summons and complaint is the creditor to whom the debt is owed.
3. The debt described in the complaint attached hereto will be assumed to be valid by the creditor's law firm, unless the debtors, within thirty days after receipt of this notice, disputes, in writing, the validity of the debt or some portion thereof.
4. If the debtor notifies the creditor's law firm in writing within thirty days of the receipt of this notice that the debt or any portion thereof is disputed, the creditor's law firm will obtain verification of the debt and a copy of the verification will be mailed to the debtor by the creditor's law firm.
5. If the creditor who is named as plaintiff in the attached summons and complaint is not the original creditor, and if the debtor makes written request to the creditor's law firm within thirty days from the receipt of this notice, the name and address of the original creditor will be mailed to the debtor by the creditor's law firm.
6. Written request should be addressed to Fair Debt Collection Clerk, Law Office of Frank J. Martone, P.C., 1455 Broad Street, Bloomfield, NJ 07003.

**THIS IS AN ATTEMPT TO COLLECT A DEBT.
ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

(b) County of Residence of First Listed Plaintiff _____
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

DEFENDANTS

County of Residence of First Listed Defendant _____
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE
LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
☐ 2 U.S. Government Defendant
☐ 3 Federal Question (U.S. Government Not a Party)
☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|-----------------------------------------|----------------------------|----------------------------|----------------------------------------------------------------------|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated <i>or</i> Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated <i>and</i> Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition			

V. ORIGIN

(Place an "X" in One Box Only)

- ☐ 1 Original Proceeding
☐ 2 Removed from State Court
☐ 3 Remanded from Appellate Court
☐ 4 Reinstated or Reopened
☐ 5 Transferred from another district (specify) _____
☐ 6 Multidistrict Litigation
☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Brief description of cause:

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44**Authority For Civil Cover Sheet**

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

I. (a) Plaintiffs-Defendants. Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) County of Residence. For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) Attorneys. Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

II. Jurisdiction. The basis of jurisdiction is set forth under Rule 8(a), F.R.C.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.

United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.

United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.

Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.

Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; federal question actions take precedence over diversity cases.)

III. Residence (citizenship) of Principal Parties. This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV. Nature of Suit. Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerks in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.

V. Origin. Place an "X" in one of the seven boxes.

Original Proceedings. (1) Cases which originate in the United States district courts.

Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.

Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.

Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.

Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.

Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.

Appeal to District Judge from Magistrate Judgment. (7) Check this box for an appeal from a magistrate judge's decision.

VI. Cause of Action. Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553

Brief Description: Unauthorized reception of cable service

VII. Requested in Complaint. Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.

Demand. In this space enter the dollar amount (in thousands of dollars) being demanded or indicate other demand such as a preliminary injunction.

Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

VIII. Related Cases. This section of the JS 44 is used to reference related pending cases if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

The SMART LOAN® Account

SallieMae

Education Loans, Inc.
SMART LOAN Consolidation Center
P.O. Box 5400
Willsboro, PA 18773

Application/Promissory Note

(Incomplete information can result in processing delays.)

Section IA: Personal Information (Applicant)

1. LAST NAME: Donini FIRST NAME: Cynthia MIDDLE INITIAL: M
 2. ADDRESS: 1714 Bertrand Pl
 3. CITY: Walla STATE: WA ZIP: 97719
 4. PHONE: 509-777-1119
 5. DATE OF BIRTH: 11/19/1949 SOCIAL SECURITY: 723-681-9149
 6. EDUCATION: High School
 7. EMPLOYER: Managuan ADDRESS: 152 254-3591
 8. EMPLOYER: Managuan ADDRESS: 152 254-3591
 9. EMPLOYER: Managuan ADDRESS: 152 254-3591
 10. EMPLOYER: Managuan ADDRESS: 152 254-3591

Section IB: Personal Information (Spouse) Complete only if a spouse is jointly consolidating higher student loans.

11. LAST NAME: N/A FIRST NAME: N/A MIDDLE INITIAL: N/A
 12. ADDRESS: N/A
 13. CITY: N/A STATE: N/A ZIP: N/A
 14. PHONE: N/A
 15. DATE OF BIRTH: N/A SOCIAL SECURITY: N/A
 16. EDUCATION: N/A
 17. EMPLOYER: N/A ADDRESS: N/A

Section II: Student Loan Information

Please read instructions carefully. If you need to list more than 8 loans, please use the "Supplemental Loan Listing Sheet" you will find in this package.

19. NAME AND ADDRESS OF LOAN HOLDER/SERVICER	20. ORIGIN DATE MONTH/YEAR	21. TO BE CONSOLIDATED	22. TYPE OF LOAN	23. INTEREST RATE	24. DATE OF DISBURSEMENT	25. ACCOUNT NUMBER	26. NET CURRENT BALANCE	27. PAYMENT TYPE
Sallie Mae Trust	11/8/97	Y	STAF-Sub	8.25	10/11/93	138781881	296.65	B
PBORX9500 Wilkes Barre PA	11/8/97	Y	STAF-Sub	8.25	4/12/96	138781881	451.67	B
11	11/8/97	Y	STAF-Sub	8.25	10/29/96	138781881	395.60	B
11	11/8/97	Y	STAF-Sub	8.25	4/11/94	138781881	1046.65	B
SL MA	7/11/92	Y	STAF-Sub	9.14	4/11/94	138781881	1046.65	B
21 A								
N/A								
N/A								

To Sallie Mae by means of this application, I am applying to have my loans consolidated into a SMART LOAN Account at Sallie Mae, as allowed under Section 4102 of the Higher Education Act of 1996, as amended (The Act). If Sallie Mae accepts this application, it is my understanding that Sallie Mae will advance funds on my behalf to holders of the eligible loans as well as those which I borrow directly for consolidation in my SMART LOAN Account. The funds so advanced by Sallie Mae will be delivered to the holder of the loan designated above in order to pay off those loans. If the amount that Sallie Mae advances to my loan holder exceeds the amount needed to pay off my balance, I understand that the holder will refund the excess to Sallie Mae for application against the outstanding balance of my SMART LOAN Account. If the amount that Sallie Mae advances to my loan holder is less than the amount needed to pay off my balance, I agree to pay off the remaining balance or take such action as Sallie Mae deems appropriate to reimburse Sallie Mae to include the remaining amount in my SMART LOAN Account.

Section III: Repayment Options (Please choose one)

28. ☒ MAX-2 OPTION with two years of interest-only payments
☐ MAX-4 OPTION with four years of interest-only payments
☐ LEVEL PAYMENT PLAN
☐ INCOME SENSITIVE REPAYMENT PLAN
☐ EXTENDED REPAYMENT PLAN with level payments
☐ EXTENDED REPAYMENT PLAN with two years of interest-only payments
☐ EXTENDED REPAYMENT PLAN with four years of interest-only payments

Section IV: General Information Please read and sign in all appropriate places indicated.

29. PROMISE TO PAY
 I, the undersigned borrower, promise to pay to the Student Loan Marketing Association (Sallie Mae), or a subsequent holder of this promissory note, at each address as it is designated by Sallie Mae, or a subsequent holder of this promissory note, the principal and interest on the unpaid principal balance thereof at the rate described on the reverse side hereof, in accordance with the repayment schedule to be furnished to me, to pay all late charges and to pay reasonable attorney's fees and other costs permitted by law and incurred by Sallie Mae, or a subsequent holder of this promissory note, in the collection of any amount not paid when due. I understand that the amount of my loan will be based on the net of all federal or state student loan disbursements as provided for the holder of each loan and any unpaid amount of each loan will be repaid. My signature below certifies that I have read, understood and agreed to the conditions and representations made in the loan contract and on the reverse side hereof and have received a copy of this application/promissory note.
 If I am applying for consolidation with my spouse, I confirm that my spouse and I are jointly married and that we each understand and agree that each of us is and will continue to be liable for the entire amount of the debt represented by this consolidation loan without regard to the amount of our respective loan obligations being consolidated and without regard to any subsequent change in our marital status. We each understand that this notice either of us may be required to pay the entire amount due if my spouse is unable or refuses to pay. If applying for a loan with my spouse, I, the borrower, understand that the Federal Consolidation Loan I am applying for will be cancelled only if both my spouse and I die or become totally and permanently disabled. I further understand that I may postpone repayment of the loan if I provide the holder of the loan with a written request that conforms Federal Consolidation Loan program deferment or forbearance eligibility for both my spouse and me.
 APPLICANT(S) CERTIFICATION
 By my signature, I certify that all of the loans included for consolidation have been made to me to finance my education. I also certify that I have no consolidation loan application pending with another lender. If I am a borrower with a PLUS loan, I certify that I have no PLUS loan with Sallie Mae, or a subsequent holder of this promissory note, at the time I am applying for consolidation. If I have a PLUS loan with Sallie Mae, or a subsequent holder of this promissory note, I certify that I have no PLUS loan with Sallie Mae, or a subsequent holder of this promissory note, at the time I am applying for consolidation. I further certify that I do not owe a refund due my Federal Post Grant or Supplemental Educational Opportunity Grant, and that I am not receiving for consolidation a loan that is in default. I have made satisfactory repayment arrangements before submitting this application.
 I certify that the above information is true and correct. I have read the material and understand my rights and responsibilities under the loan consolidation program.
 This application/promissory note will be governed by federal law applicable to consolidation loans.

COMBINED PAYMENT PLAN AUTHORIZATION
 If I have HEAL loans serviced by Sallie Mae, I authorize Sallie Mae to establish a Combined Payment Plan on my behalf.
 CRIMINAL PENALTIES
 VIOLATION: Any person who knowingly makes a false statement or misrepresentation on this form is subject to penalties, which may include fines or imprisonment under the United States Criminal Code and Section 490 of the Act.

THIS IS A LOAN THAT MUST BE REPAID.

30a. APPLICANT SIGNATURE: Cynthia Donini DATE: 8/28/99 30b. SPOUSE SIGNATURE (IF JOINTLY CONSOLIDATING): N/A DATE: N/A
 PERMISSION TO VERIFY LOAN BALANCES
 To Whom It May Concern: I hereby authorize you to release to Sallie Mae, for the purpose of verifying student loan information in order that I may consolidate my student loans into a consolidation loan or other loan as a combined payment plan pursuant to the Higher Education Act of 1996, as amended, any information concerning my student loans that Sallie Mae requests in connection with such loan consolidation or combined payment plan. This information is for the use of Sallie Mae in consolidating my student loans. A copy of this authorization may be deemed to be an original.
 Your prompt reply and cooperation will help to expedite my loan consolidation. Thank you.
 31a. APPLICANT SIGNATURE: Cynthia Donini DATE: 8/28/99 31b. SPOUSE SIGNATURE (IF JOINTLY CONSOLIDATING): N/A DATE: N/A
 SALLIE MAE COPY (Return to Sallie Mae) D KLINGES

Remove this copy along perforated line and return to Sallie Mae

U. S. DEPARTMENT OF EDUCATION
SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS #1 OF 1

Cynthia Donini
1801 Randolph Way
Wall Township, NJ 07719-4734
Account No. XXXXX6881

I certify that U.S. Department of Education records show that the BORROWER named above is indebted to the United States in the amount stated below plus additional interest from 02/21/18.

On or about 8/28/00, the BORROWER executed a promissory note to secure a Federal Family Education Loan Program Consolidation loan from SallieMae Smart Loan Consolidation Center, Wilkes-Barre, PA. This loan was disbursed for \$9,152.00 on 09/27/00 at 8.25% interest per annum. The loan obligation was guaranteed by New Jersey Higher Education Assistance Authority Guaranteed Student Loan Program, and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 C.F.R. Part 682). The holder demanded payment according to the terms of the note, and credited \$0.00 to the outstanding principal owed on the loan. The BORROWER defaulted on the obligation on 10/04/05, and the holder filed a claim on the loan guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$11,807.00 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. Pursuant to 34 C.F.R. § 682.410(b) (4), once the guarantor pays on a default claim, the entire amount paid becomes due to the guarantor as principal. The guarantor attempted to collect this debt from the BORROWER. The guarantor was unable to collect the full amount due, and on 08/16/11, assigned its right and title to the loan to the Department.

Since assignment of the loan, the Department has credited a total of \$0.00 in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the BORROWER now owes the United States the following:

Principal: \$11,807.00

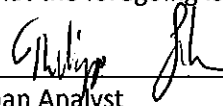
Interest: \$10,279.56

Total debt as of 02/21/18: \$22,086.56

Interest accrues on the principal shown here at the rate of \$2.67 per day.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 4/12/18



Loan Analyst
Litigation Support Unit

Philippe Guillon
Loan Analyst